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AGREEMENT

between the

FOMPTON LAKES
BOARD OF EDUCATION

and the

FOMPTON LAKES EDUCATION
ASSOCIATION

7-11-76

TABLE OF CONTENTS

Article		Page
	Preamble	1
I	Recognition	1
II	Negotiation Procedure	2
III	Grievance Procedure	2-9
IV	Rights of the Board	9
V	Association Rights and Privileges	9-10
VI	Teacher Work Year.	10
VII	Teaching Hours and Teaching Load	10-12
VIII	Class Size	12
IX	Sabbatical Leaves	12-13
X	Non-Teaching Duties	13
XI	Employment Standards	13
XII	Teacher Assignment	13
XIII	Voluntary Transfers and Reassignments.	14
XIV	Involuntary Transfers and Reassignments.	14-15
XV	Promotions	15
XVI	Teacher Evaluation and Teacher Files	15-16
XVII	Extended Leaves of Absence	17
XVIII	Short Term Leaves of Absence	17
XIX	Insurance Protection	17
XX	Salaries	18
XXI	Sick Leaves.	18
XXII	Professional Development and Educational Improvement	18
XXIII	Maintenance of Classroom Control and Discipline. . .	19
XXIV	Personal and Academic Freedom.	19
XXV	Instructional Materials and Supplies	19
XXVI	Guidance Counselors.	20
XXVII	Custodians, Matrons and Maintenance.	20
XXVIII	Deduction from Salary.	20
XXIX	Teacher-Administration Liaison	21
XXX	Provision for Withholding Employment or Adjustment Increments	21-22
XXXI	Miscellaneous Provisions	22
XXXII	Duration of Agreement.	22
Schedules		
A	Teachers' Salary Guide for 1974-75	23
B	Salary: Non-Athletics 1974-75	24
C	Salary Schedule: Athletics 1974-75.	25
D	Custodians' Salary Guide for 1974-75	26

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PREAMBLE

The Board of Education of the Borough of Pompton Lakes, County of Passaic, Pompton Lakes, New Jersey (hereinafter called the "Board") and the Pompton Lakes Education Association (hereinafter called the "Association") have negotiated the following agreement pursuant to Chapter 303, Public Laws 1968 of the State of New Jersey. The parties hereby affirm that this agreement was negotiated in good faith and express their determination to implement it in the same spirit.

Article I

RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole negotiating representative of full-time certified teachers, counselors, librarians, specialists, and nurses, and also the following non-certified personnel: custodians and maintenance personnel, but excluding:
- Director of Curriculum
 - Guidance Director
 - Psychologist
 - Director of Health and Physical Education
 - Principals - Elementary, Middle School, High School
 - Vice Principals
 - Board Secretary and All Office Secretaries
 - Superintendent of Buildings and Grounds
 - Cafeteria Manager
 - Superintendent of Schools
 - Administrative Assistant
 - All per diem and part-time personnel
- B. Unless otherwise indicated, the term "employees", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined and reference to male employees shall include female employees.
- C. Unless otherwise indicated, words used in the singular shall include words in the plural where the text so requires.

Article II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a successor Agreement not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires.
- B. Policies affecting terms and conditions of employment not included in this agreement shall remain in effect unless changed by the Administration. The Administration agrees to consult with the Association prior to making any changes in policy regarding terms or conditions of employment not covered by this agreement. Except in emergency such changes shall not be made prior to five days notice to the Association.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article III

GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. A "grievance" shall mean a complaint by an employee or the Association that there has been as to him or it a violation or inequitable application of any of the provisions of this contract, or of Board policies relating to terms or conditions of employment or of administrative policies set by the Superintendent relating to terms and conditions of employment except that the term "grievance" shall not apply to any matter as to which the Board is without authority to act.
- 2. An "aggrieved person" is the person or persons making the complaint.
- 3. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- 4. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus weekend or vacation days are excluded. However, as of the time any step in the grievance procedure extends beyond the school year, the term "days" as it pertains to time limits in the grievance procedure shall be construed to mean calendar days.
- 5. The term "employee" shall mean a member of the bargaining unit covered by this agreement.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of employees. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. GENERAL PROCEDURES

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.
2. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. In the event a grievance is filed so that sufficient time as stipulated under all the levels of the procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved under the terms of this agreement and this article, and not under the succeeding agreement.
4. At all levels of a grievance after it has been formally presented, at least one representative of the Association shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
5. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement.
6. A grievance shall not be submitted for decision to any administrative personnel who are themselves members of the negotiating unit. Where administrative personnel are named in the grievance procedure to receive grievances and they are members of the negotiating unit, the grievance shall be submitted to the next highest authority who is not a member of the negotiating unit.

D. INITIATION AND PROCESSING

1. LEVEL ONE. An employee with a grievance will first discuss it with his principal or immediate supervisor.

2. LEVEL TWO. a. Any employee may present a grievance in writing within fifteen (15) days following the act or condition which is the basis of his complaint, to the superior (for example, department chairman, unit chairman, supervisor or director) of the employee against whom the grievance exists and who has jurisdiction over the act or condition involved. Information copies of the grievance shall be sent by the employee to the principal of the school in which the employee is serving, to the representative of the Association, and to the Superintendent. The hearing on such grievance shall be held by the employee's superior within ten (10) days of receipt of such written communication.

Within five (5) days after hearing of the grievance at the level specified above, the person hearing the grievance shall make his decision in writing and mail it to the grievant and to all persons officially present at the hearing as well as the building principal and the Superintendent.

b. If the aggrieved employee has instituted his grievance with a person subordinate to a principal, he may appeal the decision on such grievance to his building principal. Such appeal shall be made in writing within five (5) days from the date of receipt of the written decision rendered by the administrator to whom it was initially submitted. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect. It shall also state the names of all persons officially present at the prior hearing, and such persons shall receive a copy of the appeal. A hearing on the appeal shall be held within ten (10) days of receipt of the appeal, and the building principal shall render his decision within five (5) days thereafter. At least three (3) days prior to the hearing on the appeal, the principal shall notify persons present at the prior hearing of the time and place of the appeal.

c. In any situation in which an employee does not serve under the administrators listed in (a) above, or if the employee's grievance is based upon an act or condition for which his building principal is responsible, the employee shall submit his grievance to the principal of the building in which the act or condition occurred. Such grievance shall be presented in writing within fifteen (15) days following the act or condition which is the basis of the complaint. The hearing on such grievance shall be held by the principal within ten (10) days of the receipt of such written communication.

Within five (5) days after hearing of the grievance by the principal, the principal shall make a decision in writing and mail it to the grievant, all persons officially present at the hearing, and the Superintendent.

3. LEVEL THREE. a. Within ten (10) days of receipt of the decision rendered by the principal pursuant to Section 2 above, the decision of the principal in regard to such appeal may be further appealed to the Superintendent.

b. Appeals to the Superintendent shall be heard by the Superintendent within fifteen (15) days of his receipt of the appeal. Written notice of the time and place of hearing shall be given five (5) days prior thereto to the aggrieved employee, his representative if any, the Association grievance representative, and any administrator who has theretofore been involved in the grievance.

c. Within ten (10) days of hearing the appeal, the Superintendent of Schools shall communicate to the aggrieved employee and all other parties officially present at the hearing his written decision, which shall include supporting reasons therefor. A copy of the decision shall be sent to the President of the Association.

4. SPECIAL PROCEDURES FOR SALARY OR LEAVE RELATED GRIEVANCES

a. Any grievance based on a complaint that the employee has been placed in the wrong salary schedule or step, or that he has been improperly denied an increment, or that his salary has been miscalculated, shall be filed directly with the appropriate administrator under the Superintendent of Schools. Any grievance based upon a complaint by an employee as to an absence refund, sabbatical leave, or leave of absence without pay, shall be filed directly with the administrative officer handling such matters for the Superintendent of Schools. Any such grievances shall be filed within fifteen (15) days after the grievance arises. The appropriate administrative officer shall conduct a hearing on such grievance within twenty (20) days and shall render a decision in writing within five (5) days after concluding the hearing.

b. The decision of any business or administrative officer to whom a grievance is presented, as hereinabove set forth, may be appealed to the Superintendent in writing within fifteen (15) days of the date of the said decision appealed. The Superintendent shall conduct a hearing on said appeal (See Section 5c below) within twenty (20) days of receipt of such appeal and shall render a decision in writing within ten (10) days after concluding such hearing.

b-1. The Association shall have the right to initiate or appeal a grievance growing out of an alleged violation of Association rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the appropriate administrator having jurisdiction of the subject matter or the unit member or members affected. A hearing on such a grievance shall be held within twenty (20) days of its filing.

In the event such grievance is originally filed with an administrator other than a principal, an information copy of such grievance shall be sent simultaneously to the principal or principals of the employees involved. Any appeal from the decision of such administrators shall be made directly to the Superintendent of Schools in writing within fifteen (15) days of the date of the decision appealed from.

c. Appeals to the Superintendent or grievances filed originally with him under this article shall be heard by the Superintendent within twenty (20) days of the receipt by him of the appeal or grievance. Written notice of time and place of hearing shall be given five (5) days prior thereto to the President of the Association and any administrator involved in the grievance. The Superintendent shall render a decision in writing within ten (10) days after concluding the hearing.

d. If a grievance is based upon a specific act by the Board and (1) the school administration has no discretion in the administration or application of the act of the Board; and (2) the Board act is of such a nature that no further action or implementation by the administration is relevant to whether there has been an actual violation of the grievant's rights under this agreement, the grievance may be initiated at the level of the Superintendent in accordance with the procedure set forth in Section 5c.

5. ARBITRATION. a. A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedures herein may be submitted by the aggrieved employee or by the Association as specified herein to an arbitrator for decision if it involves the application or interpretation of this agreement, except that a grievance concerning any term of this agreement involving Board discretion or policy may be submitted to an arbitrator for decision only if it is based on a complaint that such discretion or policy was applied discriminatorily, or unequivocally i.e., that it was applied in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.

b. A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure, except in cases where, upon expiration of the time limit for decision, the aggrieved employee or the Association filed notice with the Superintendent of intention to submit the grievance to arbitration and no decision was issued by the Superintendent within fifteen (15) days after receipt of such notice.

c. The proceedings shall be initiated by filing with the Superintendent and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten (10) days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure, or, where no decision has been issued in the circumstances described above, three (3) days following the expiration of the fifteen (15) day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

d. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

e. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the arbitrator is selected; except that neither the Board nor the Association nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.

f. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and it shall be binding upon all parties involved. However, he shall be without power and authority to make any decisions.

(1) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law.

(2) Involving Board discretion or Board policy under the provisions of this agreement, except that he may decide in a particular case, whether or not the Board applied such discretion or policy discriminatorily or inequitably i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.

(3) Limiting or interfering in any way with the powers, duties and responsibilities of the Board, applicable law, and rules and regulations having the force and effect of law.

g. The costs for the services of the arbitrator will be borne equally by the Board and the Association. Each party shall pay all the expenses of preparing and submitting its case.

6. GENERAL PROVISIONS AS TO GRIEVANCES AND ARBITRATION

a. No reprisals of any kind will be taken by the Board or by any member of the administration against any party in interest, any School Representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

b. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of.

c. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention or representation by the Association if the adjustment is not inconsistent with the terms of this agreement; except that no grievance may be submitted to arbitration without the consent of, and representation by, the Association.

d. Any party in interest may be represented at all stages of the grievance procedure except arbitration by a person of his own choosing except that he may not be represented by a representative or an officer of any competing teacher organization. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages except Level 1 of the grievance procedure.

e. The sole remedy available to any employee for any alleged breach of this agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that if an employee elects to pursue any legal or statutory remedy for any alleged breach of this agreement or any alleged violation of his rights thereunder, such election will bar any further or subsequent proceedings for relief under the provisions of this article. Recourse by an employee to the grievance procedure shall constitute a waiver of any legal or statutory rights to relief for the act or condition which is the subject of the grievance.

f. Failure at any step of this procedure except Level 1 to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall preclude any further appeal on the grievance.

The time limits specified in any step of this procedure may be changed in any specific instance only by mutual agreement, signed by the Superintendent and President of the Association.

g. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

h. Forms for processing grievances will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

i. The Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator; and the Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance.

j. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.

k. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

l. Each grievance shall have to be initiated within fifteen (15) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the Association had knowledge of said occurrence at the time of its happening, then within fifteen (15) days of the first such knowledge by either the aggrieved or the Association. Appropriately posted and dated, Board notices shall be considered as binding the Association and all members of the negotiating unit with knowledge of the subject matter related in said notices.

m. If any member of the Association is a party in interest to any grievance, he shall not serve as the Association's grievance representative in the processing of such grievance.

n. It will be practice of all parties in interest to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Association, and the Board to hold proceedings during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties without loss of salary.

Article IV

RIGHTS OF THE BOARD

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority expressly or inherently vested in it by the laws and constitutions of New Jersey and of the United States, and by the Charter of the Borough of Pompton Lakes, excepting where expressly and in specific terms limited by the provisions of this agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with this agreement.

Article V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees, upon written request of the Association, to release to said Association information available to the Board concerning the financial resources of the district, tentative budgetary allocations, and such other pertinent, non-privileged information as will assist the Association to develop accurate and informed proposals concerning hours, salary, working conditions and all other terms and conditions of professional employment for all employees in the negotiating unit. It is further agreed that the Board will have a reasonable time to respond to such Association requests, and that the Board may, at its option, fulfill such requests either by written response to the Association or by making pertinent records available to an Association representative in Board offices. In case the Board exercises the latter option, the Association representative may not remove any Board records from the Board offices without the written consent of the Board.

It is further agreed that the Board shall not be required to prepare or to conduct any analyses, surveys, research or studies in response to Association requests.

- B. Whenever any employee is required by the administration to participate during working hours in negotiations, grievance proceedings, conference or meetings, he shall suffer no loss in pay.

C. USE OF SCHOOL FACILITIES

The Association shall have the right to use school buildings for professional meetings during times when buildings are manned by the custodial staff and provided also that such use does not interfere with or impair the educational program in any way. Except in emergency, the principal of the building involved must be notified at least five (5) days in advance of the time and place of such meeting. If the use of

said school building or buildings by the Association results in any expense to the Board, the Association shall reimburse the Board for such expense.

It is further agreed that the Association will leave any premises used by it in suitable condition for the next user.

- D. The Board agrees to permit the Association the use of one-half of one bulletin board in each teacher's room for the purpose of posting official Association notices. The authorized Association representative of each building shall be responsible for the posting of all such notices and the content thereof. All notices, prior to posting, shall be signed by the authorized Association representative of that building. Copies of all such material will be shown to the principal before posting, but his advance approval of the material will not be required.

No member of the administration will assume responsibility for the preparation, posting, or distribution of material for the Association or for any other competing teacher organizations.

- E. The Association agrees that during the term of this agreement neither it nor its officers, employees, members or affiliates will engage in, support, sanction or approve any strikes, sanctions, work stoppages, slowdowns, mass resignations or other actions which would interfere with school operations. In the event of any action to this effect by Association officers, representatives, or members of the unit, the Association will request all such persons to cease and desist from such action.

Article VI

TEACHER WORK YEAR

By January 30 of each year, the Administration shall prepare a tentative calendar for the following school year.

At the option of the Association, such calendar may be subject to negotiations each year, but only during the period February 1-7. Any such negotiations shall constitute an Association waiver of, and not be subject to, any statutory impasse procedures.

Article VII

TEACHING HOURS AND TEACHING LOAD

- A.1. Teachers shall indicate their presence for duty by turning their cards in the faculty roster.

2. The normal work day for certified personnel covered by this agreement shall be as follows:

High School	7 Hours	35 minutes
Middle School	7 Hours	22 minutes
Elementary School	7 Hours	

B.1. As general policy, high school academic subject teachers shall not have more than five class sections in any one marking period. Appropriate adjustments will be made when such teachers are assigned more than five class sections in any one marking period. Other high school and middle school teachers shall not be assigned more than an average equivalent of six teaching class sections in any one marking period. ("Section" is defined as a group of students who meet as an instructional unit with a teacher on a regularly scheduled basis.)

2. Department chairmen shall not be assigned more than twenty (20) teaching periods each week and shall normally be excused from study hall duties, hall duty, and homeroom assignments.

3. Teachers shall provide the administration and substitutes with appropriate lesson plans as needed.

C. Teachers may leave the building without requesting permission during their duty free lunch periods provided they leave notice where they can be located and their supervision is not required.

D.1. Teachers may be required to remain after the normal work day without additional compensation for up to four professional meetings per month (faculty, building, grade level, self-evaluation, departmental, curriculum (not more than one a month) accreditation, etc.) This number may be exceeded in emergencies or for other reasons approved in advance by the Superintendent. Insofar as practicable, agendas shall be submitted to teachers at least two (2) days in advance of meetings. All parties will make an effort to use meeting time expeditiously.

E. Teachers may be required to attend up to four evening meetings a year. Attendance at other evening meetings shall be optional except when attendance is related to a teacher's professional responsibility during the work day.

F. Teachers may be required to devote preparation periods to observing classes conducted by other teachers.

G. Non-tenure teachers and selected experienced teachers may be required to participate in three orientation programs outside the regular work day.

H. The parties to this contract agree that the normal work day set forth shall not apply to those situations in which the normal work day is insufficient for meetings with the administrative staff, parent conferences, pupil assistance, supervision or detention, or for situations beyond the control of school officials and other appropriate needs. The Board recognized its obligation not to apply the foregoing in a way which is contrary to the spirit of this agreement.

- I. The Administration shall seek to minimize inequities in the coverage of classes of teachers who are absent. In the case of teachers subject to frequent or continuing inequities, adjustments shall be made by the Administration after consultation with the Association.
- J. It is recognized by the Board that it is an important aspect of an effective educational program that teachers have uninterrupted preparation period(s). The Board agrees to continue its efforts to avoid using teachers for the coverage of classes requiring substitutes.

Article VIII

CLASS SIZE

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers, and the best interests of the district as deemed administratively feasible.

Article IX

SABBATICAL LEAVES

- A. A sabbatical leave may be granted to a teacher by the Board upon recommendation of the Superintendent for study or for reasons deemed to be of value to the school system by the Superintendent.
- B. Sabbatical leaves shall be granted for one year, subject to the following conditions:
 1. Sabbatical leaves may be granted to two teachers at any one time.
 2. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1, and action must be taken on all such requests no later than March 1, of the school year preceding the school year for which the sabbatical leave is requested.
 3. Teachers must have completed at least seven (7) full continuous school years of service in the Pompton Lakes School District to be eligible for sabbatical leave.
 4. A teacher on sabbatical leave shall be paid by the Board at one-half ($\frac{1}{2}$) his regular salary.
 5. Applications for sabbatical leave must set forth the program of studies and related data justifying the sabbatical as an educational investment by the Board.
 6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
 7. No more than one teacher from each grade level or subject department may be granted a sabbatical leave at the same time.

8. Every individual who is granted sabbatical leave must sign and fulfill a contract to return to service as an employee of the Board for at least twice the duration of the sabbatical leave, or reimburse the Board for the amount of salary granted during the leave. Any teacher going on sabbatical leave must accept the reimbursement obligation in writing prior to action on the leave by the Superintendent. Any payments made to teachers on sabbatical leave shall be contingent upon adherence to the plan approved as a basis for sabbatical leave, and the board shall be fully reimbursed for any payments made to a teacher on sabbatical leave not adhering to the approved plan.

Article X

NON TEACHING DUTIES

Except those whose normal duties may require such activity, employees shall not be required to drive students to activities which take place away from the school building. An employee may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated at the rate of ten cents (10c) per mile for the use of his automobile.

Article XI

EMPLOYMENT STANDARDS

- A. Teachers newly employed, or with previous experience in this system, will be placed on the guide according to their professional preparation, previous related experience, and military service as recommended by the Superintendent.
- B. All employees will be notified of their re-election or non-election no later than April 30 for the succeeding school year. Employees shall sign and return the form by June 1. Failure to return the form by June 1 shall constitute waiver of employee's rights to re-employment and shall relieve the Board of any obligations to offer re-employment to said employee.
- C. Any third year teacher shall be entitled to a statement of reasons for nonreappointment.

Article XII

TEACHER ASSIGNMENT

- A. Wherever practicable, teachers shall be given written notice of their class and/or subject assignments for the forthcoming year not later than one week before the end of the school year.
- B. In the event that changes in such class and/or subject assignments are made after the notice specified in (1) above, the teacher affected shall be notified within a reasonable time.
- C. Insofar as practicable, teachers shall be assigned only to areas of competence.

Article XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. No later than May 1 of each school year, the Superintendent shall deliver to the Association a list of the known vacancies which shall occur during the following school year.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
3. As soon as practicable, and no later than the last school day in June, the Superintendent shall deliver to the Association a systemwide schedule showing the ~~names~~ of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored only if the action requested meets the instructional requirements and best interests of the school system.

Article XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

All teachers upon the signing of their salary agreement are employees of the Board and may be assigned to any school appropriate to areas of certification.

- A. The Board and the Association recognize that some involuntary transfer of teachers from one school to another or reassignment within a school is unavoidable, and that this practice should be based upon the educational needs of the school system, with due regard for the preferences of individual teachers.
- B. Notice of involuntary transfer or reassignment shall be given to teachers as soon as is practicable.
- C. When involuntary transfer or reassignment is necessary, volunteers for such transfers or reassignments will be honored to the extent practicable.
- D. A teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in Pompton Lakes will be considered in determining which teacher will be transferred or reassigned. However, the Association agrees that other factors must also be considered by the Administration in making involuntary transfers and reassignments, and that Administration consideration of relevant factors, or of personnel for reassignment or involuntary transfer, implies no obligation to give first priority to such factors or personnel.

- E. Except in emergency, any involuntary assignment or transfer will be implemented only after consultation between the teacher involved and a representative of the administration, at which time the teacher will be notified of the reason thereof.

Article XV

PROMOTIONS

- A. Promotional positions are defined as positions paying a salary differential and/or positions on the administrator - supervisory levels of responsibility.
- B. Vacancies in promotional positions shall be filled pursuant to the following procedure:
 - 1. A notice shall be posted in every school building stating the existence of the vacancy.
 - 2. Such notice shall be posted at least ten (10) days before the final date for submission of applications.
 - 3. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his specified representative within the time limit specified in the notice. Applications shall include qualifications for the position as well as other data requested in the notice and/or helpful in evaluating the application.
- C. Nothing in this agreement shall be construed to limit the Board's right to change, modify, or add to the qualifications and duties associated with any position, or to appoint or assign individuals to promotional positions on either a temporary or permanent basis. Any changes in qualifications and duties associated with a position must be stated in writing ten (10) days prior to any appointment to such position.

Article XVI

TEACHER EVALUATION AND TEACHER FILES

- A. All monitoring or observation of the work performance of a teacher will be conducted openly.
- B. After any formal evaluation, the evaluator and the teacher evaluated will agree on a time for a conference to be held as soon as practicable.
- C. Teachers will be allowed to review a copy of any evaluation report prepared by their evaluators and will have the right to discuss such reports with their evaluators and initial such reports before the reports are placed in their personnel files.

- D. Any complaints regarding a teacher, made to the administration by any parent, student, or other person, which is considered in evaluating said teacher's performance, will be promptly called to the teacher's attention.
- E. All teacher files shall be maintained by the central administration under the following:
1. No nonconfidential or nonprivileged material derogatory to a teacher's conduct, service, character, or personality shall be placed in a teacher's file unless the teacher is notified that such material has been or may be included in his file. A teacher shall be given an opportunity to read such material and shall acknowledge that he has read such material by affixing his signature on the copy to be filed. Such signature merely signifies that he has read the material to be filed; it does not indicate agreement with its content.
 2. A teacher shall have the right to comment upon any nonconfidential or nonprivileged material filed and his comment shall be reviewed by an appropriate member of the administration and attached to the file copy.
 3. Upon request by a teacher, he shall be given access to his file for good cause within a reasonable time. Confidential and privileged information, such as confidential credentials, letters or reference from universities, individuals, or previous employers are exempted from such review. The appropriate administrator shall remove such confidential and privileged material from the file prior to a review of the file by the teacher.
 4. A teacher shall be permitted to reproduce material in his file other than confidential or privileged material, provided that such reproduction is without cost to the Board.
 5. Teachers will keep their files up to date on forms supplied by the Administration concerning names (beneficiaries, persons to be notified in case of emergency, dependents, etc.) addresses, telephone numbers, marital status, higher education related to professional advancement, health and medical status, pregnancy, and other matters required for good cause in personnel administration.
 6. File copies shall not be removed from the offices of the School Administration.
 7. A representative of the School Administration shall be present at any inspection or reproduction of a teacher's file.
 8. The Administration shall provide a facility by which teachers may reproduce material in their files at cost.
 9. Upon written request by a teacher stating reasons for deletion, documents shall be reviewed by the Superintendent or his designee to determine whether the deletion should occur.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

- A. National Teacher Training Corps, Peace Corps or Vista Leave, or leave to accept a Fullbright award, will be granted without pay to any teacher who enlists for a period not to exceed two years. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. Peace Corps leave is for one year at a time and the teacher must renew his leave for an additional year.
- B. Previously accumulated unused sick leave days will be restored to all teachers returning from extended leaves.
- C. Regardless of the nature of the leave, return to the school system does not necessarily mean return to the same position, including administrative, special service and extra-curricular assignments, but shall be contingent upon vacancies, unless otherwise stated in writing at the time the leave is granted.
- D. The Board shall not be obligated to accept a teacher returning from any type of extended leave before the commencement of the school year following the expiration of the extended leave.

Article XVIII

SHORT TERM LEAVES OF ABSENCE

Requests for Short term leave of absence shall include a statement of the reasons for such request.

The Association recognizes the Board's right and obligation to make and enforce reasonable rules to ensure that there is no abuse of leave benefits.

Article XIX

INSURANCE PROTECTION

The Board shall pay the full premium for each employee under the New Jersey State Health Benefits Program, including family plan coverage for those eligible under aforesaid program. Such health care insurance protection shall include Blue Cross, Blue Shield, Extended Coverage and Major Medical under said program.

Article XX

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. The non-athletic salary guide, Schedule B, annexed hereto and made a part hereof, shall be the salary guide for non-athletic services.
- C. The athletic salary guide, Schedule C, annexed hereto and made a part hereof, shall be the salary guide for athletic services.
- D. The custodian, matron, maintenance, and ground maintenance salary guide, Schedule D, annexed hereto and made a part hereof, shall be the salary guide for aforesaid personnel.
- E. It is understood and agreed that Article XXX, PROVISION FOR WITHHOLDING EMPLOYMENT OF ADJUSTMENT INCREMENTS, is an integral part of all salary guides and schedules included in this agreement.
- F. It is understood and agreed that the salary guides in this agreement are based upon the differences in qualifications required for the positions.

Article XXI

SICK LEAVES

- A. All full time employees employed for an entire school year shall be entitled to ten (10) sick leave days as of that date. However, newly employed employees must work at least thirty (30) days before actual receipt of the sick leave benefits provided under this article. Unused sick leave days shall be accumulated from year to year with no maximum.
- B. Employees shall be given a written statement of their accumulated sick leave no later than September 30 of each year.

Article XXII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to increase its financial assistance to a maximum of \$200 per non-tenure teacher at the cost of one-half per credit based on State College credits, subject to existing Board policies concerning eligibility for such assistance.
- B. The Board agrees to increase its financial assistance to a maximum of \$250 per tenure teacher at the cost of one-half per credit based on all college credits, subject to existing Board policies concerning eligibility for such assistance.

Article XXIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A written statement of the duties and responsibilities of the professional staff pertaining to student discipline shall be presented to each teacher at the start of the school year.
- B. All teachers shall maintain classroom control and environments conducive to effective discipline and shall take whatever steps are necessary to insure this, consistent with the laws of the State of New Jersey, as set forth in Title 18A.
- C. Should any student continue to be a disruptive influence, the teacher shall bring the situation to the attention of the appropriate administrative superior.
- D. Teachers shall provide adequate supervision of aides assigned to their classes.

Article XXIV

PERSONAL AND ACADEMIC FREEDOM

- 1. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher will be grounds for discipline or discrimination with respect to the professional employment of such teacher, provided that said activities do not violate any local, state, or federal law, or affect the teacher's responsibilities as an employee of the Pompton Lakes Board of Education.
- 2. Teachers may introduce relevant and appropriate controversial material in their professional employment.
- 3. In performing their teaching functions, teachers may express their personal views on matters relevant to the course content, provided, however, that when they do so they clearly indicate that they are setting forth personal opinions.

Article XXV

INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. A Petty Cash Fund shall be established in each building for use in purchasing incidental supplies for classroom instructional use. The teacher shall be reimbursed for authorized expenditures upon presentation of a paid receipt for such expenditures to the principal.
- B. Teachers shall have the opportunity to make recommendations concerning the budget. They shall be informed of items removed from their budget request prior to the close of the school year.

Article XXVI

GUIDANCE COUNSELORS

1. Guidance Counselors will be required to work one week before and one week after the regular school year.
2. Guidance Counselors shall be available to students an additional half hour daily beyond the teacher dismissal time.
3. Guidance Counselors shall be available for up to four evening meetings a year, beyond those required of other teachers in Article VII for such purposes as Back-to-School Night, Annual College Night, meetings with various parent groups prior to high school scheduling.
4. Guidance Counselors will be available as many Saturdays as may be required to provide supervision for standardized testing purposes.
5. Guidance Counselors may be required to attend meetings, conferences, and other appropriate activities sponsored by external agencies that are not held or cannot be attended within the normal workday for classroom teachers.
6. Guidance Counselors will be reimbursed on the basis of their base salary on the teachers' guide plus five (5) per cent additional.

Article XXVII

CUSTODIANS, MATRONS, MAINTENANCE, AND GROUND MAINTENANCE PERSONNEL

- A. Five uniforms shall be provided each year. A minimum of two (2) uniforms shall be cleaned as needed each week.
- B. Employees covered by Schedule D with two or more years of full-time service shall be entitled to a statement of reasons for nonreappointment or dismissal. Such employees shall also be entitled upon request to a hearing by the superintendent prior to nonreappointment or dismissal.
- C. Couumbus Day shall be an additional holiday for all personnel covered by Schedule E.

Article XXVIII

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its employees in the negotiating unit dues for the Pompton Lakes Education Association, the Passaic County Education Association, the New Jersey Education Association, and/or the National Education Association as said employees individually and voluntarily authorize the Board to deduct, and to transmit the monies to the Association.

Article XXIX

TEACHER-ADMINISTRATION LIAISON

- A. At the option of either the Superintendent or the Association and to facilitate communication and cooperation between the parties, the Superintendent and a representative of the Association shall meet and consult once a month during the school year on matters pertaining to the administration of this agreement. These meetings are not intended to bypass the grievance procedure.
- B. The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes Association participation in all aspects of strengthening the educational program to best meet the needs of the students, the schools, and the community.
- C. At the option of either party, the monthly consultation meetings may be devoted to matters other than the interpretation and administration of this agreement. On such other matters, the parties shall not be limited to one representative, but the Association shall include the names of its additional representatives with the proposed agenda for such meeting.
- D. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
- E. All meetings between the parties shall be scheduled whenever possible, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.
- F. The Association shall be consulted before new programs are introduced and shall have an opportunity to participate in the evaluation of such programs.

Article XXX

PROVISION FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT INCREMENTS

- 1. An employment increment, or an adjustment increment may be withheld by the Board of Education for inefficiency or other good cause, according to the following provisions.
 - A. The immediate supervisor and/or the principal shall not forward any recommendation to withhold an increment, or an adjustment, unless the supervisor or the principal has given to the employee against whom the recommendation shall be made written notice of the reasons for the recommendations specifying the nature thereof with such particulars as to furnish the employee an opportunity to respond to same.
 - B. Within fifteen calendar days after the Board has voted to withhold an increment or adjustment, the employee may initiate a grievance against such action commencing at the level of the Superintendent.

- C. Any increment or adjustment withholding shall be subject to binding arbitration.
 - D. An employee whose increment, or adjustment, has been withheld shall not be entitled to restoration of same but shall be entitled to placement on the schedule in subsequent years as if no increment or adjustment had been withheld unless subject to a subsequent withholding recommendation.
2. This procedure supersedes any and all sections of this agreement or of Board policy for the withholding of increments or adjustments.

Article XXXI

MISCELLANEOUS PROVISIONS

- A. Despite references herein to the Board, the Superintendent and the Association, as such, each reserves the right to act hereunder by committee, or designated representatives except where this agreement specifically limits this right.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Any provisions in individual contracts for the period of this Agreement which are inconsistent or in conflict with the terms of this Agreement shall be superseded by the terms of this Agreement.
- E. Copies of this Agreement shall be printed at the expense of the Board after consultation with the Association on format and presented to all employees in the negotiating unit.

Article XXXII

DURATION OF AGREEMENT

This agreement will be effective as of July 1, 1974 and shall continue in effect until June 30, 1976 with the exception of: XIX, XX, XXII, which shall be subject to negotiations for the year beginning September 1, 1975, commencing November 15, 1974.

SCHEDULE A

BOARD OF EDUCATION
POMPTON LAKES, N. J.TEACHERS' SALARY GUIDE 1974-75

Salary Schedule Step	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A. or B.A.+30</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>M.A.+60</u>
1	\$ 9,200	\$ 9,400	\$ 9,750	\$ 9,850	\$10,200	\$10,400	\$10,750
2	9,500	9,700	10,050	10,300	10,650	10,850	11,200
3	9,800	10,000	10,400	10,750	11,100	11,300	11,650
4	10,100	10,300	10,750	11,200	11,550	11,750	12,100
5	10,400	10,600	11,100	11,650	12,000	12,200	12,550
6	10,700	10,900	11,500	12,100	12,450	12,650	13,000
7	11,000	11,200	11,900	12,550	12,900	13,100	13,450
8	11,300	11,500	12,300	13,000	13,350	13,550	13,900
9	11,650	11,850	12,700	13,450	13,800	14,000	14,350
10	12,000	12,200	13,100	13,900	14,250	14,450	14,800
11	12,350	12,550	13,500	14,350	14,700	14,900	15,250
12	12,750	13,040	14,030	14,900	15,250	15,450	15,800
13	13,250	13,530	14,560	15,475	15,820	16,025	16,370
14	13,750	14,020	15,090	16,050	16,390	16,600	16,940
15	14,250	14,510	15,620	16,625	16,960	17,175	17,510
16	14,748	14,970	16,139	17,197	17,530	17,752	18,087
	7@300	7@300	1@300	10@450	10@450	10@450	10@450
	3@350	3@350	3@350	1@550	1@550	1@550	1@550
	1@400	4@490	6@400	3@575	4@570	3@575	3@570
	3@500	1@460	4@530	1@572		1@577	1@577
	1@498		1@519				
<u>Longevity</u>	<u>Total Years Experience</u>			<u>with</u>	<u>Pompton Lakes Experience</u>		<u>Increases In Salary</u>
1.	20				10 years		\$200.00
2.	25				15 years		200.00
3.	30				15 years		200.00

SCHEDULE B

BOARD OF EDUCATION
POMPTON LAKES, N.J.SALARY - NON-ATHLETICS 1974-75

<u>TITLE</u>	<u>No. of Positions</u>		<u>Scale</u>		
Dean of Girls	1		500	600	700
Department Chairmen	6		600	700	800
Class Advisors	6	300	350	400	450
Yearbook Advisor	1		600	700	800
Cardinal	1		350	450	550
Sr. Student Council	1		250	350	450
Jr. Student Council	1		175	275	375
Marching Band Director	1		650	750	850
Assistant Marching Band Director	1		500	600	700
Spring Show Advisors	2		250	350	450
Honor Society	1		250	350	450
Zonta Advisor	1		300	400	500
Literary Magazine	1		300	400	450
Majorette Advisor	1		225	325	425
Color Guard Advisor	1		250	350	450
AVA High School	1		450	550	650
Public Relations - High School	1		325	350	375
Public Relations - Lakeside	1		325	350	375
Public Relations - Elementary	2		175	250	350
Newspaper - Lakeside	1		300	325	375
Newspaper - Elementary	2		300	325	375
Editor - Commentary	1		275	350	450
Coordinator of Music	1		650	750	850
Coordinator of Drama	1		500	600	700
CATV	1		175	275	375
Chaperones - Dance	3 per event	15 Events	\$15/person		
Chaperones - Bus	1 per trip	6 Trips	\$15/person		

SCHEDULE C

BOARD OF EDUCATION
POMPTON LAKES, N.J.

SALARY - ATHLETICS 1974-75

<u>TITLE</u>	<u>No. of Positions</u>	<u>Scale</u>		
Head Football	1	1250	1350	1450
Associate Football	1	850	950	1050
Assistant Football	4	700	800	900
Head Basketball	1	1000	1100	1200
Assistant Basketball	2	700	800	900
Head Track	1	900	1000	1100
Assistant Track	1	550	650	750
Head Baseball	1	900	1000	1100
Assistant Baseball	1	550	650	750
Head Wrestling	1	1000	1100	1200
Assistant Wrestling	1	500	600	700
Head Soccer	1	750	850	950
Assistant Soccer	1	550	650	750
Head Cross Country	1	600	700	800
Head Golf	1	400	500	600
Head Fencing	1	600	700	800
Varsity Cheerleader Advisor	1	225	325	425
JV Cheerleader Advisor	1	200	300	400
 <u>Intramurals</u>				
Boys-H.S., Fall, Winter, Spring	3	200 per season		
Girls-H.S., Fall, Winter, Spring	3	200 per season		
Lakeside, Boys, Fall, Winter, Spring	3	200 per season		
Lakeside, Girls " " "	3	200 per season		
 <u>Girls Athletics</u>				
Head Girls Field Hockey	1	400	500	600
Head Girls Basketball	1	450	550	650
Head Girls Softball	1	400	500	600
Head Gymnastics (New)	1	400	500	600

BOARD OF EDUCATION
POMPTON LAKES, N.J.

SCHEDULE D

CUSTODIANS', MATRONS', MAINTENANCE, AND GROUND MAINTENANCE SALARY GUIDE 1974-75

<u>Salary Schedule Step</u>	<u>Custodians</u>	<u>Matrons</u>	<u>Ground Maintenance</u>	<u>Maintenance</u>
1	\$6,500	\$5,000	\$ 7,250	\$ 7,450
2	6,800	5,300	7,600	7,750
3	7,100	5,600	7,950	8,050
4	7,400	5,900	8,300	8,350
5	7,700	6,200	8,650	8,650
6	8,000	6,500	9,000	8,950
7	8,300	6,800	9,350	9,250
8	8,600	7,100	9,700	9,650
9	8,900	7,450	10,050	10,050
10	9,300		10,428	10,650
11	9,812			
	8@300 1@400 1@512	7@300 1@350	8@350 1@378	6@300 2@400 1@600

Head Custodians shall receive \$300

REPRESENTATIONS

The Board represents that the making and execution of this Agreement between the Pompton Lakes Board of Education and the Pompton Lakes Educational Association, dated July 1, 1974 to June 30, 1976, has been authorized by the Board at a regular public meeting of the Board held on the _____ day of _____, 19____.

The PLEA represents that the making and execution of this Agreement was authorized by its membership at a meeting of the PLEA held on the _____ day of _____, 19____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

POMPTON LAKES EDUCATIONAL
ASSOCIATION

POMPTON LAKES
BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary